

Item No.	Description	Unit Qty	Unit Of Issue	Unit Price	Extended Price
0001	Digital Vibration Control System SPECTRAL DYNAMICS 2550B OR EQUAL This item shall have 4 Control Channel Capabilities in accordance with Paragraph 2.F. of the Specification	3	EA	\$ _____	\$ _____
0002	Digital Vibration Control System SPECTRAL DYNAMICS 2550B OR EQUAL This item shall have 16 Control Channel Capabilities in accordance with Paragraph 2.F. of the Specification	1	EA	\$ _____	\$ _____
0003	Data, in accordance with attached Contract Data Requirements List	1	LOT	NOT SEPARATELY PRICED	

SCHEDULE NOTES:

(1) List your Commercial and Government (CAGE) Code and DUNS number in Block 17 of Page 1.

(2) It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 addressed as follows:

COMMANDER
CONTRACTING OFFICER BLDG 64 CODE 1164EH
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5011

or E-mail questions to **mundy_g@crane.navy.mil**

(3) Note the provision at 252.211-7003 in Addendum 2 entitled "Brand Name or Equal".

This clause contains language that states "to be considered for award, offers of "equal" products (other than the "brand name" item) ... must"-

Meet the salient physical, functional, and other characteristics specified in this solicitation, and

Include descriptive literature necessary to evaluate the "equal" products. The Contracting Officer is not responsible for locating or securing any information not identified in the offer and reasonably available.

Offeror shall complete the following if offering an "Equal" item.

Proposing On: _____

Manufacturer's Name: _____

Model: _____

Options: _____

P/N: _____

Contract Terms & Conditions--Commercial Items (Aug 1996) FAR 52.212-4

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 1.

ADDENDUM 1

52.212-4 TAILORING

The following paragraph is hereby added to the clause 52.212-4:

(t) *Contractor Performance Reports.* The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

ACCEPTANCE VERIFICATION

The Government shall accept/reject supplies/services to be provided hereunder within 14 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the Standard Form 1449 .

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

DELIVERY SCHEDULE

Delivery is required 30 days after the effective date of contract. If the 30th day after the effective date of the contract falls on a weekend of federal holiday, delivery is required on the next regular business day. Earlier deliveries are acceptable at no additional cost to the Government.

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER
BLDG 41S CODE 1121
NAVSURFWARCENDIV
CRANE IN 47522-5011
Mark For: Code 6097

Attn: Mr. Kim Knowles; Phone (812) 854-2688

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

PACKAGING AND MARKING

Commercial items shall be packaged and marked in accordance with contractor's standard practices unless special requirements are cited.

Contract Terms & Conditions Required to Implement Statutes or Executive Orders--Commercial Items (AUG 1996) (FAR 52.212-5)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553)

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I
(41 U.S.C. 253g and 10 U.S.C. 2404).

- X (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- X (2a) 52.219-6, Notice of Total Small Business Set-Aside
- X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ___ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- X (5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14));
- X (6) 52.222-26, Equal Opportunity (E.O. 11246);
 ___ --Alternate I (Apr 1984)
- X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212);
- X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 739);
- X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- ___ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10);
- ___ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582);
- ___ (12) [RESERVED];
- ___ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849);
- ___ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849);
- ___ (15) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187);
 (ii) Alt I
- ___ (16) 52.239-01, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (17) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241);
 ___ Alternate (Apr 1984)

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et. seq.*);
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(41 U.S.C. 351, *et. seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the

Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

Contract Terms & Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Nov 1996) (DFARS 252.212-7001)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)
- ☐ 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (☐ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed note)))
- ☐ 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (☐ Alternate I) (15 U.S.C. 644)
- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (15 U.S.C. 637)
- ☐ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (☐ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note))
- ☐ 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (☐ Alternate I) (15 U.S.C.)
- ☒ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582)
- ☐ 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582)
- ☒ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note)
- ☒ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- ☐ 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779)
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3))
- ☐ 252.225-7036 North American Free Trade Agreement Implementation Act
- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320)
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ☒ 252.233-7000 Certification of Claims and Requests for Adjustment or

Relief (10 U.S.C. 2410)
___252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C.
3726)
___252.247-7024 Notification of Transportation of Supplies by Sea (10
U.S.C. 2631)
___252.249-7001 Notification of Substantial Impact on Employment (10
U.S.C. 2501 note)

Gratuities (Apr 1984)	FAR 52.203-03
Requirement for Cost or Information Other than Cost or Pricing Data--Modifications (Oct 1995)	FAR 52.215-42
Audit--Commercial Items (OCT 1995)	FAR 52.215-43
Toxic Chemical Release Reporting (Oct 1996)	FAR 52.223-14
Restrictions on Certain Foreign Purchases (Oct 1996)	FAR 52.225-11
Terms For Financing of Purchases of Commercial Items (Oct 1995)	FAR 52.232-29
Installment Payments for Commercial Items (Oct 1995)	FAR 52.232-30
Performance Based Payments (Oct 1995)	FAR 52.232-32

PROVISIONS

Instructions to Offerors -- Commercial Items (Oct 1995)

FAR 52.212-1

NOTE: The provision at 52.212-1 has been tailored (See addendum 2). **Addendum 2**

52.212-1 Tailoring

PAST PERFORMANCE

OFFERORS' PAST PERFORMANCE HISTORY WILL BE INCLUDED IN THE EVALUATION FOR AWARD. Accordingly, each offeror is required to submit a list of its five most recent contracts for the same or similar items. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable.

Each offeror will be given an adjectival rating on past performance: excellent, good, fair, or poor. Offerors who cannot provide same or similar past performance information will be given a neutral rating. In the event there are substantial differences among the offerors in terms of past performance, the Government reserves the right to award to other than the lowest priced offer in favor of an offeror with substantially better performance history. In addition, the Government may accept other than the lowest priced offer if doing so would result in substantially greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. Small disadvantaged business concerns may receive evaluation preference as provided elsewhere in this solicitation.

CONTRACTOR PERFORMANCE DATA (OCT 1995) (NAVSUP)

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

List Performance Data on your five most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this RFP. (If you do not have five Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete this report)

Contractor Name:

RFP #:

Address:

POC: (Person who can verify data)

Telephone:

Division:

FAX:

CONTRACT INFORMATION

Contract Number:

Date Completed:

Contract Type: Fixed Price/Cost Reimbursement Other (Specify)

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Customer POC: (Person who can verify data)

Address:
Telephone:
FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract? YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation? YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items? YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years? YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST

FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met? YES ____ NO* ____
(Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+_____-_____

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract.
Discuss the success of the corrective action(s) taken.

Invitation to Propose Financing Terms (OCT 1995)

FAR 52.232-31

Requirement for Cost or Information Other than Cost or Pricing Data--
(Oct 1995)

FAR 52.215-41

Addendum 3
52.212-2

EVALUATION--COMMERCIAL ITEMS (OCT 1995) (FAR 52.212-2)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price
Past Performance
Warranty

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.605) and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are 50%.

(Contracting Officer state, in accordance with FAR 15.605, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) *Options*. (There are no options.)

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

BRAND NAME OR EQUAL EVALUATION CRITERIA (NAVSURFWARCENDIV)

Evaluation and award shall be based on the lowest offered price for a product that is in compliance with the salient characteristics.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (JAN 1997) (FAR 52.212-3)

(a) *Definitions.* As used in this provision: *Emerging Small Business* means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small Business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business that --

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern --

(a) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(b) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification number (TIN)* (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U. S. and does not have an office or place of business or a fiscal paying agent in the U. S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State Basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it /_/ is, /_/ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it /_/ is, /_/ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIG's).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

☐ 50 or fewer

☐ 51-100

☐ 101-250

Number of Employees

☐ 251-500

☐ 501-750

☐ 751-1,000

☐ Over 1,000

Average Annual Gross Revenues

☐ \$1 million or less

☐ \$1,000,001-\$2 million

☐ \$2,000,001-\$3.5 million

Average Annual Gross Revenues

☐ \$3,500,001-\$5 million

☐ \$5,000,001-\$10 million

☐ \$10,000,001-\$17 million

☐ Over \$17 million

(d) Certifications and representations required, to implement provisions of Executive Order 11246 --

(1) *Certifications of non-segregated facilities.* (Applies only if the contract amount is expected to exceed \$10,000) --

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) *Previous Contracts and Compliance.*

The offeror represents that --

(i) It /_/ has, /_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It /_/ has, /_/ has not, filed all required compliance reports.

(3) *Affirmative Action Compliance.*

The offeror represents that --

(i) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U. S. C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Trade Agreements - Balance of Payments Program Certificate.* (Applies only if FAR clause

52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of origin
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1)Buy American Act--North American Free Trade Agreement (NAFTA) Implementation Act--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement (NAFTA) Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled :Buy American Act--North American Free Trade Agreement (NAFTA) Implementation Act--Balance of Payments Program." Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line item No.	Country of origin
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in

paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program."

_____(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country products.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals /_/ are, /_/ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) /_/ Have, /_/ have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and /_/ are, /_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.

(i) *Procurement Integrity Certification (41 U.S.C. 423).* (Applies only if the contract is expected to exceed \$100,000)

I, the undersigned, am the officer or employee responsible for the preparation of this offer. I certify, to the best of my knowledge and belief, that either--

/_/ I have no information, or

/_/ I have disclosed information to the Contracting Officer concerning a violation or possible violation of subsection (a), (b), (d) or (f) of 41 U.S.C. 423, Procurement Integrity, or its implementing regulations that may have occurred during the conduct of this procurement.

Signature of the Officer or employee responsible for the offer and date.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DFAR 252.212-7000) (NOV 1995)

(a) *Definitions.*

As used in this clause--

(1) *Foreign person* means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) *United States person* is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certifications.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991) (DFARS 252.225-7000)

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

(List only qualifying country end products)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

EXHIBITS AND ATTACHMENTS

<u>Exhibit</u>	<u>Date</u>	<u>No. Pages</u>
(1) Contract Data Requirements List (Data Item No. A001)	30 May 97	1
(2) Data Item Description (DI-TMSS-80527)	1 Feb 88	2
<u>Attachment</u>		
(1) Salient Characteristics for Digital Vibration Control System - Spectral Dynamics 2550B or Equal	Undated	15